



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

March 2022 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

VICTOR BELONOGOFF,
aka "Vic Morris,"
aka "Thomas Randall,"
aka "James Thompson,"

Defendant.

CR 2:22-cr-00162-RGK

I N D I C T M E N T

[18 U.S.C. § 1349: Conspiracy to
Commit Wire Fraud; 18 U.S.C.
§ 1343: Wire Fraud; 18 U.S.C.
§ 981(a)(1)(C) and 28 U.S.C.
§ 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

1. Render Media Inc., formerly known as Deep Dive Media LLC ("Deep Dive") and later Opposing Views Inc. ("Opposing Views") (collectively "Render"), was a digital media company based in Los Angeles, California, that published digital media content on its websites, and that earned revenue from companies that paid to

1 advertise on Render's websites, including OpposingViews.com and
2 CookingPanda.com.

3 2. Defendant VICTOR BELONOGOFF, also known as ("aka") "Vic
4 Morris," aka "Thomas Randall," aka "James Thompson," was a resident
5 of Los Angeles County, California.

6 3. Defendant BELONOGOFF was the Chief Executive Officer
7 ("CEO"), Chief Financial Officer, Secretary, and a member of the
8 Board of Directors of Render, which he cofounded with Render's
9 Chairman, E.E.

10 4. Coconspirator Aryeh Kluger was a Render vice president who
11 worked remotely from his home in Texas.

12 5. Render maintained bank accounts at Bank of America ("BOA")
13 and Silicon Valley Bank ("SVB").

14 B. THE OBJECT OF THE CONSPIRACY

15 6. Beginning no later than August 2010, and continuing until
16 in or about December 2018, in Los Angeles County, within the Central
17 District of California, and elsewhere, defendant BELONOGOFF conspired
18 with Kluger and others known and unknown to the Grand Jury, to commit
19 wire fraud, specifically, to engage in a scheme to defraud and obtain
20 money and property from Render and its investors using interstate
21 wires, in violation of Title 18, United States Code, Section 1343.

22 C. MANNER AND MEANS OF THE CONSPIRACY

23 7. The object of the conspiracy was carried out, and was to be
24 carried out, in substance, as follows:

25 a. Defendant BELONOGOFF and others working in concert
26 with defendant BELONOGOFF formed digital media and advertising
27 companies from which defendant BELONOGOFF financially benefited,
28 including Orchid Media LLC ("Orchid"); Serene Media LLC ("Serene

Media"); Cmon Media LLC ("Cmon Media"); B3 Media LP, also known as "B3 Media LLC" ("B3 Media"); Looking Glass Media Group LLC, also known as "LG Media LLC" ("Looking Glass Media"); and Action Publishing Group LLC ("Action Publishing") (collectively "the fraudulent digital media companies").

b. Through the fraudulent digital media companies, defendant BELONOGOFF operated websites, including the following:

DIGITAL MEDIA COMPANY	WEBSITE
Orchid	BusinessInward.com
Serene Media	SocialXtreme.com (also known as "SX")
Cmon Media	Newsiosity.com
B3 Media	AllThatsNews.com
B3 Media	AllThatsFab.com

c. To conceal his financial interests in the fraudulent digital media companies, defendant BELONOGOFF formed and operated those companies using nominees and aliases. For example, defendant BELONOGOFF formed Orchid in the name of C.B., a nominee, and then used C.B.'s means of identification to operate Orchid. Defendant BELONOGOFF also used the aliases "Thomas Randall" and "James Thompson" to operate Orchid, and the alias "Vic Morris" to help operate Looking Glass Media.

d. Defendant BELONOGOFF concealed and willfully failed to disclose his financial interests in the fraudulent digital media companies to Render's executives, including R.B., Render's Chief Operating Officer ("COO"), and Board of Directors, including E.E. .

e. Through the fraudulent digital media companies, defendant BELONOGOFF competed with Render in the digital media and

1 advertising marketplace, and through fraudulent means, caused Render
2 to pay the fraudulent digital media companies more than \$3 million.

3 f. Defendant BELONOGOFF, using his leadership position at
4 Render, and in contravention of his fiduciary duty to Render, caused
5 Render to pay the fraudulent digital media companies for products and
6 services that the fraudulent digital media companies never provided.
7 For example, defendant BELONOGOFF caused Render to pay Orchid for
8 video content that Orchid never provided to Render.

9 g. Defendant BELONOGOFF caused Render to pay the
10 fraudulent digital media companies for products and services for
11 which Render was never invoiced.

12 h. Defendant BELONOGOFF caused the fraudulent digital
13 media companies to sell products and services to Render at inflated
14 prices, and caused Render to purchase those products and services at
15 inflated prices from the fraudulent digital media companies. For
16 example, defendant BELONOGOFF caused the fraudulent digital media
17 companies, including Orchid and Serene Media, to purchase internet
18 traffic from third parties at lower rates, then caused Orchid and
19 Serene Media to resell that internet traffic to Render at
20 substantially higher prices. Defendant BELONOGOFF further caused
21 Render to purchase that internet traffic from Orchid and Serene Media
22 at the inflated prices, resulting in a net income loss to Render, all
23 when defendant BELONOGOFF knew that he could have purchased the
24 internet traffic for Render directly from the third parties at the
25 lower prices.

26 i. Defendant BELONOGOFF and coconspirator Kluger directed
27 internet traffic distributors to code traffic that the distributors
28 sold to the fraudulent digital media companies with Orchid and Serene

1 Media Urchin Tracking Modules ("UTMs") and pixels, making it falsely
2 appear to Render as though Orchid and Serene Media had generated the
3 internet traffic, and then caused Render to purchase that internet
4 traffic at inflated prices

5 j. Defendant BELONOGOFF and others working in concert
6 with defendant BELONOGOFF fraudulently directed Render's clients to
7 pay revenue to the fraudulent digital media companies knowing Render
8 was entitled to that revenue.

9 k. Defendant BELONOGOFF caused the fraudulent digital
10 media companies to misappropriate Render's brand and content. For
11 example, defendant BELONOGOFF caused AllThatsNews.com, a B3 Media
12 website, to publish an article from OpposingViews.com, a Render
13 website, and then caused 90 percent of the revenue Render earned from
14 the traffic to be routed to B3 Media.

15 l. Defendant BELONOGOFF transferred the money that the
16 fraudulent digital media companies obtained to his personal financial
17 accounts and used that money for his personal benefit.

18 m. Defendant BELONOGOFF also used Render's lines of
19 credit, including Render's credit cards, to financially support the
20 fraudulent digital media companies. For example, defendant BELONOGOFF
21 used Render's credit cards, without authority, to purchase Facebook
22 advertising for AllThatsNews.com and AllThatsFab.com, two websites
23 that B3 Media operated.

24 n. Defendant BELONOGOFF caused one of Render's
25 advertisers, Company 3, to lend Render \$214,335.86, then falsely
26 classified those funds as revenue to Render, causing Render to obtain
27 a significant line of credit from SVB that Render could not repay.

1 o. In order to conceal the fraud from Render, defendant
2 BELONOGOFF destroyed records, including emails from Deep Dive and
3 Render email accounts related to the fraudulent digital media
4 companies, and provided false testimony at a deposition in a lawsuit
5 brought against defendant BELONOGOFF related to the fraudulent
6 digital media companies.

7 D. OVERT ACTS

8 8. In furtherance of the conspiracy and to accomplish its
9 object, defendant BELONOGOFF, coconspirator Kluger, and others known
10 and unknown to the Grand Jury, committed and willfully caused others
11 to commit, on or about the dates set forth below, the following overt
12 acts, among others, within the Central District of California, and
13 elsewhere:

14 Overt Act No. 1: On August 3, 2010, defendant BELONOGOFF sent
15 an email to himself with his login for Google Analytics, listing the
16 username thomas.randall1@gmail.com, an email account later associated
17 with Orchid.

18 Overt Act No. 2: On March 18, 2011, defendant BELONOGOFF
19 caused B3 Media LP's Certificate of Limited Partnership to be filed
20 with the California Secretary of State, listing defendant
21 BELONOGOFF's relative as the General Partner.

22 Overt Act No. 3: On March 29, 2013, a coconspirator caused
23 Looking Glass Media's Articles of Organization to be filed with the
24 California Secretary of State.

25 Overt Act No. 4: On April 8, 2013, a coconspirator caused a
26 Statement of Information naming defendant BELONOGOFF and others as
27 members of Looking Glass Media to be filed with the California
28 Secretary of State.

1 Overt Act No. 5: On October 2, 2013, defendant BELONOGOFF
2 caused Deep Dive to pay Looking Glass Media approximately \$3,081.16.

3 Overt Act No. 6: On March 3, 2014, defendant BELONOGOFF
4 caused Cmon Media's Articles of Organization to be filed with the
5 California Secretary of State.

6 Overt Act No. 7: On March 18, 2014, defendant BELONOGOFF
7 caused a Statement of Information naming defendant BELONOGOFF's
8 relative as Cmon Media's member to be filed with the California
9 Secretary of State.

10 Overt Act No. 8: On July 24, 2014, defendant BELONOGOFF
11 emailed the operating agreement for Cmon Media to Kluger, C.B., and
12 several relatives.

13 Overt Act No. 9: On August 19, 2014, defendant BELONOGOFF
14 caused Orchid Media's Articles of Organization to be filed with the
15 California Secretary of State.

16 Overt Act No. 10: On September 2, 2014, defendant BELONOGOFF
17 caused a Statement of Information naming C.B. as Orchid's member to
18 be filed with the California Secretary of State.

19 Overt Act No. 11: On September 3, 2014, defendant BELONOGOFF
20 received an email from coconspirator Kluger that included a draft
21 invoice from Orchid to Deep Dive, and responded "boyayaaa."

22 Overt Act No. 12: On September 4, 2014, defendant BELONOGOFF
23 caused Deep Dive to pay Orchid approximately \$78,197.

24 Overt Act No. 13: On October 1, 2014, coconspirator Kluger
25 directed Company 1 to list Orchid on an invoice for certain internet
26 traffic that Company 1 sold to Deep Dive.

27 Overt Act No. 14: On November 3, 2014, defendant BELONOGOFF
28 and coconspirator Kluger caused Company 1 to invoice Orchid for

1 internet traffic that defendant BELONOGOFF intended to resell to
2 Render at an inflated price.

3 Overt Act No. 15: On November 10, 2014, defendant BELONOGOFF
4 directed coconspirator Kluger to alter an invoice from Deep Dive to
5 Company 5 so that the invoice was payable to Orchid, rather than to
6 Deep Dive, the company entitled to the revenue described on the
7 invoice.

8 Overt Act No. 16: On November 25, 2014, defendant BELONOGOFF,
9 using the alias "Vic Morris," emailed members of Looking Glass Media
10 to advise them that they would receive distributions.

11 Overt Act No. 17: On December 2, 2014, coconspirator Kluger
12 forwarded to defendant BELONOGOFF internet traffic invoices addressed
13 to Orchid and Deep Dive that coconspirator Kluger had received from
14 Company 1.

15 Overt Act No. 18: On December 16, 2014, defendant BELONOGOFF,
16 using the alias "Vic Morris," emailed coconspirator Kluger to suggest
17 that Orchid purchase internet traffic from Company 2 and sell it to
18 Opposing Views, one of Render's websites.

19 Overt Act No. 19: On January 7, 2015, defendant BELONOGOFF
20 caused Opposing Views to pay Orchid approximately \$137,398.90.

21 Overt Act No. 20: On January 27, 2015, defendant BELONOGOFF
22 emailed a financial summary for Cmon Media to members of Looking
23 Glass Media.

24 Overt Act No. 21: On February 5, 2015, defendant BELONOGOFF
25 emailed R.B., Render's COO, to say that Render was "supposed to pay
26 Orchid Media on the 1st of every month because they do advertising
27 for us. Can I just do a wire from the OV BOA account," referring to
28 Opposing Views's bank account.

1 Overt Act No. 22: On February 9, 2015, defendant BELONOGOFF
2 and coconspirator Kluger directed an internet traffic distributor to
3 code its traffic, which defendant BELONOGOFF and coconspirator Kluger
4 thereafter sold to Render at an inflated price, with Serene Media's
5 UTM.

6 Overt Act No. 23: On February 9, 2015, defendant BELONOGOFF
7 caused Opposing Views to pay Orchid approximately \$132,631.42.

8 Overt Act No. 24: On February 12, 2015, defendant BELONOGOFF
9 caused Serene Media LLC to be registered in the State of Texas.

10 Overt Act No. 25: On February 19, 2015, defendant BELONOGOFF
11 caused Opposing Views to pay Looking Glass Media approximately
12 \$21,686.81.

13 Overt Act No. 26: On March 3, 2015, defendant BELONOGOFF and
14 coconspirator Kluger caused Company 1 to invoice Orchid for internet
15 traffic that defendant BELONOGOFF intended to resell to Render at an
16 inflated price.

17 Overt Act No. 27: On March 5, 2015, defendant BELONOGOFF
18 emailed R.B. to inform R.B. that he had paid the Orchid invoice for
19 February 2015 from Render's Opposing Views bank account.

20 Overt Act No. 28: On March 5, 2015, defendant BELONOGOFF
21 caused Opposing Views to pay Serene Media approximately \$42,768.94.

22 Overt Act No. 29: On March 19, 2015, defendant BELONOGOFF
23 directed coconspirator Kluger to send internet traffic from Company 2
24 to "sx," referring to Serene Media.

25 Overt Act No. 30: On March 23, 2015, defendant BELONOGOFF
26 directed coconspirator Kluger via email to use C.B.'s signature to
27 sign a contract between Orchid and Company 1, and provided
28

1 coconspirator Kluger with an electronic file containing C.B.'s
2 signature.

3 Overt Act No. 31: On March 23, 2015, defendant BELONOGOFF
4 emailed members of Looking Glass Media to say that Newsiosity.com, a
5 Cmon Media website, "just reached 1 million likes of Facebook [sic],"
6 and advising the partners that he intended to decrease marketing
7 expenses so that they could "start using the profits for partner
8 distributions."

9 Overt Act No. 32: On April 3, 2015, defendant BELONOGOFF and
10 coconspirator Kluger caused Company 1 to invoice Orchid for internet
11 traffic that defendant BELONOGOFF intended to resell to Render at an
12 inflated price.

13 Overt Act No. 33: On April 5, 2015, after coconspirator Kluger
14 emailed defendant BELONOGOFF with proposed spending numbers for
15 Orchid, SX (referring to Serene Media), Company 2, and Facebook
16 boosting, defendant BELONOGOFF responded that he and Kluger should
17 discuss the spending the next day.

18 Overt Act No. 34: On April 6, 2015, defendant BELONOGOFF
19 emailed R.B. to approve payment to SocialXtreme (Serene Media) and
20 asked whether Render could process the payment "as soon as possible."

21 Overt Act No. 35: On April 10, 2015, defendant BELONOGOFF
22 responded via email to R.B.'s request for a contact at Orchid by
23 writing "sales@theorchidteam.com Let me get you a phone number . . .
24 I just spoke to them."

25 Overt Act No. 36: On April 13, 2015, defendant BELONOGOFF
26 asked R.B. via a chat messenger program when "socialxtreme and Orchid
27 will get paid," and told R.B. "They are hounding me."

1 Overt Act No. 37: On April 14, 2015, defendant BELONOGOFF
2 caused Opposing Views to pay Serene Media approximately \$101,237.66.

3 Overt Act No. 38: On April 15, 2015, using the alias "Vic
4 Morris," defendant BELONOGOFF emailed members of Looking Glass to say
5 that he sent out a \$30,000 distribution, to which one of the members
6 responded, "Booyaaaaaaaa!!!! Playerssssss."

7 Overt Act No. 39: On May 4, 2015, defendant BELONOGOFF and
8 coconspirator Kluger caused Company 1 to invoice Orchid for internet
9 traffic that defendant BELONOGOFF intended to resell to Render at an
10 inflated price.

11 Overt Act No. 40: On May 13, 2015, defendant BELONOGOFF caused
12 Opposing Views to pay Serene Media approximately \$79,524.22.

13 Overt Act No. 41: On May 17, 2015, defendant BELONOGOFF
14 emailed two of his relatives, one of whom was the registrant of Cmon
15 Media, to say that the company's website had 7,500 visitors and that
16 they "were on the right track for sure," to which defendant
17 BELONOGOFF's relative responded, among other things, "That's cray.
18 Let's keep this going."

19 Overt Act No. 42: On May 19, 2015, defendant BELONOGOFF
20 emailed an employee of a digital media company, "We use another
21 company called Orchid. They are friends of mine and send traffic as a
22 favor as they mostly send traffic to all of their own sites . . ."

23 Overt Act No. 43: On May 19, 2015, defendant BELONOGOFF, using
24 the "Vic Morris" alias, wrote to members of Looking Glass to say that
25 "there is not much going on with LG Media anymore," that Looking
26 Glass was "running Opposing Views," and suggesting that they "wind
27 things down."
28

1 Overt Act No. 44: On June 1, 2015, defendant BELONOGOFF
2 approved via email a May 2015 invoice from SocialXtreme to Render.

3 Overt Act No. 45: On June 2, 2015, defendant BELONOGOFF and
4 coconspirator Kluger caused Company 1 to invoice Orchid for internet
5 traffic that defendant BELONOGOFF intended to resell to Render at an
6 inflated price.

7 Overt Act No. 46: On June 2, 2015, defendant BELONOGOFF caused
8 Deep Dive to pay Looking Glass Media approximately \$79,095.20.

9 Overt Act No. 47: On June 11, 2015, defendant BELONOGOFF
10 caused Opposing Views to pay Orchid approximately \$117,889.67.

11 Overt Act No. 48: On July 3, 2015, after E.E. discovered that
12 Newsiosity.com, Cmon Media's website, had published Render's video
13 content without permission, defendant BELONOGOFF falsely told E.E.
14 and other Render executives that Newsiosity, which defendant
15 BELONOGOFF referred to as a Looking Glass Media website, was
16 "syndicating" and that posting the video "was just a test."

17 Overt Act No. 49: On July 17, 2015, defendant BELONOGOFF
18 caused Opposing Views to pay Serene Media approximately \$84,183.53.

19 Overt Act No. 50: On August 19, 2015, defendant BELONOGOFF
20 emailed C.B. ideas for Orchid domain names, including
21 orchidmediaco.com, orchidmedia.net, and orchidmediagroup.com.

22 Overt Act No. 51: On October 2, 2015, defendant BELONOGOFF
23 directed coconspirator Kluger to send him September 2015 invoice
24 numbers for Orchid and SocialXtreme.

25 Overt Act No. 52: On January 19, 2016, defendant BELONOGOFF
26 caused Opposing Views to pay Orchid approximately \$102,984.73.

27 Overt Act No. 53: On January 19, 2016, defendant BELONOGOFF
28 caused Opposing Views to pay Serene Media approximately \$68,656.48.

1 Overt Act No. 54: On January 26, 2016, defendant BELONOGOFF
2 caused Opposing Views to pay Looking Glass Media approximately
3 \$43,413.00.

4 Overt Act No. 55: On February 12, 2016, defendant BELONOGOFF
5 caused Opposing Views to pay Looking Glass Media approximately
6 \$5,202.13.

7 Overt Act No. 56: On February 17, 2016, defendant BELONOGOFF
8 emailed coconspirator Kluger to ask if he had the social security
9 number of Serene Media's nominee registrant, telling coconspirator
10 Kluger that he needed "it for taxes."

11 Overt Act No. 57: On February 29, 2016, defendant BELONOGOFF
12 emailed the members of Looking Glass Media to tell them that they
13 would get distributions for the previous year, and asking the members
14 to pay him money so that he could pay Looking Glass Media's taxes.

15 Overt Act No. 58: On February 29, 2016, when Render's
16 accounting team asked for information on Orchid and SocialXtreme,
17 defendant BELONOGOFF responded via email, "Orchid - They do
18 advertising for us. They have a network of social influencers who
19 send traffic (clicks) to all of our sites. SocialXtreme - Same as
20 Orchid."

21 Overt Act No. 59: On March 14, 2016, when Render's accounting
22 team requested a working email address for SocialXtreme, defendant
23 BELONOGOFF responded via email, "I know that their main one for any
24 issues/info is admin@socialxtreme.com."

25 Overt Act No. 60: On March 28, 2016, defendant BELONOGOFF
26 caused Opposing Views to pay Looking Glass Media approximately
27 \$61,392.00
28

1 Overt Act No. 61: On April 6, 2016, defendant BELONOGOFF
2 caused Opposing Views to pay Serene Media approximately \$21,955.53.

3 Overt Act No. 62: On May 3, 2016, an associate of defendant
4 BELONOGOFF asked defendant BELONOGOFF via email for \$25,000, writing,
5 among other things, "I know socialX is getting money from OV, pay me
6 out of that :) Haha."

7 Overt Act No. 63: On May 24, 2016, defendant BELONOGOFF
8 emailed to R.B. and Render's accounting team the April 2016 invoice
9 from Orchid to Render.

10 Overt Act No. 64: On June 8, 2016, defendant BELONOGOFF caused
11 Opposing Views to pay Cmon Media approximately \$29,358.00.

12 Overt Act No. 65: On June 16, 2016, defendant BELONOGOFF
13 caused Render to pay Looking Glass Media approximately \$10,827.00.

14 Overt Act No. 66: On July 8, 2016, defendant BELONOGOFF caused
15 Render to pay Cmon Media approximately \$20,781.00.

16 Overt Act No. 67: On July 12, 2016, defendant BELONOGOFF
17 emailed Render's Senior Advertisement Operation Manager, and,
18 referring to Cmon Media in the third person, wrote, "Cmon Media
19 really never needs anything as they are pretty much self sufficient."

20 Overt Act No. 68: On August 8, 2016, defendant BELONOGOFF
21 emailed R.B., "The folks over at Cmon Media want to redesign their
22 websites."

23 Overt Act No. 69: On September 15, 2016, defendant BELONOGOFF
24 signed Render's employee handbook, effective January 1, 2015,
25 agreeing, among other things, not to take part or exert influence
26 over transactions in which defendant BELONOGOFF's own interests could
27 conflict with the best interests of Render.

1 Overt Act No. 70: On March 23, 2017, defendant BELONOGOFF
2 caused Render to pay Orchid approximately \$6,750.00.

3 Overt Act No. 71: On December 1, 2016, defendant BELONOGOFF
4 caused Render to pay Orchid approximately \$13,500.00.

5 Overt Act No. 72: On December 5, 2016, defendant BELONOGOFF
6 caused Render to pay Cmon Media approximately \$93,815.99.

7 Overt Act No. 73: On December 12, 2016, defendant BELONOGOFF
8 emailed a member of Render's accounting team to say that "Orchid
9 Media should be \$15,075 for November."

10 Overt Act No. 74: On January 20, 2017, defendant BELONOGOFF
11 caused B3 Media LLC's Articles of Organization to be filed with the
12 California Secretary of State, converting B3 Media LP into B3 Media
13 LLC.

14 Overt Act No. 75: On May 3, 2017, defendant BELONOGOFF signed
15 a de facto loan agreement with Company 3 providing that Company 3
16 would prepay Render \$214,336.86 to advertise through Render and that
17 Render would repay this amount with the revenue that Render earned
18 thereafter.

19 Overt Act No. 76: On May 15, 2017, defendant BELONOGOFF
20 emailed R.B. to represent that Render owed Orchid \$6,975 for April
21 2017.

22 Overt Act No. 77: On May 23, 2017, defendant BELONOGOFF
23 emailed a member of Render's accounting department and falsely
24 classified a portion of the \$214,336.86 loan from Company 3 as
25 revenue.

26 Overt Act No. 78: On June 5, 2017, defendant BELONOGOFF caused
27 Render to pay Cmon Media approximately \$24,255.81.

1 Overt Act No. 79: On June 7, 2017, when R.B. asked defendant
2 BELONOGOFF whether Render had to buy "videos from Orchid Media in
3 June" 2017, defendant BELONOGOFF responded via email "Yes. And we are
4 still behind in video content for CP," referring to Cooking Panda, a
5 Render website.

6 Overt Act No. 80: On June 9, 2017, defendant BELONOGOFF
7 emailed a member of Render's accounting team with revenue
8 classification numbers.

9 Overt Act No. 81: On June 25, 2017, when coconspirator Kluger
10 advised defendant BELONOGOFF via email that American Express was
11 rejecting the use of Render's credit card to buy Facebook
12 advertising, defendant BELONOGOFF responded that he had the balance
13 of the credit card paid down, adding "Living to the limit."

14 Overt Act No. 82: On August 9, 2017, defendant BELONOGOFF
15 caused Render to pay B3 Media approximately \$1,558.69.

16 Overt Act No. 83: On August 28, 2017, defendant BELONOGOFF
17 caused Render to pay Cmon Media approximately \$3,738.67.

18 Overt Act No. 84: On September 1, 2017, defendant BELONOGOFF
19 caused Render to pay Orchid approximately \$8,100.00.

20 Overt Act No. 85: On September 1, 2017, defendant BELONOGOFF
21 caused Render to pay B3 Media approximately \$7,956.36.

22 Overt Act No. 86: On September 1, 2017, defendant BELONOGOFF
23 caused Render to pay Action Publishing approximately \$21,559.27.

24 Overt Act No. 87: On September 19, 2017, defendant BELONOGOFF
25 emailed a member of Render's accounting team with revenue
26 classification numbers.

1 Overt Act No. 88: On September 25, 2017, defendant BELONOGOFF
2 emailed a member of Render's accounting team to ask them to "figure
3 out some sort of payment plan" for Render's credit card.

4 Overt Act No. 89: On October 6, 2017, defendant BELONOGOFF
5 caused Render to pay B3 Media approximately \$5,048.47.

6 Overt Act No. 90: On October 9, 2017, defendant BELONOGOFF
7 directed Company 4 to add a B3 Media "pixel," or an advertising code,
8 to Opposing Views's "lander," or Opposing Views's homepage, making it
9 appear as though B3 Media, rather than Company 4, generated internet
10 traffic for Opposing Views.

11 Overt Act No. 91: On October 23, 2017, defendant BELONOGOFF
12 caused a Statement of Information, naming "James Thompson" as
13 Orchid's sole member and listing Orchid's address as a private
14 mailbox that defendant BELONOGOFF rented, to be filed with the
15 California Secretary of State.

16 Overt Act No. 92: On October 25, 2017, defendant BELONOGOFF
17 caused Orchid's website, BusinessInward.com, to be registered.

18 Overt Act No. 93: On October 30, 2017, defendant BELONOGOFF
19 caused Render to pay Orchid approximately \$7,425.00.

20 Overt Act No. 94: On November 27, 2017, defendant BELONOGOFF
21 caused Render to pay Orchid approximately \$4,050.00.

22 Overt Act No. 95: On November 27, 2017, defendant BELONOGOFF
23 caused Render to pay Cmon Media approximately \$10,356.68.

24 Overt Act No. 96: On November 27, 2017, defendant BELONOGOFF
25 caused Render to pay B3 Media approximately \$6,041.13.

26 Overt Act No. 97: On December 14, 2017, defendant BELONOGOFF
27 falsely advised E.E. via email that Company 3 did not owe Render
28 certain money because Render breached a contract with Company 3,

1 concealing the fact that he had falsely caused de facto loan proceeds
2 from Company 3 to be classified as revenue on Render's books.

3 Overt Act No. 98: On December 21, 2017, defendant BELONOGOFF
4 emailed coconspirator Kluger and others, referring to a Cmon Media
5 website, "Starting to send a little traffic now to one page on
6 allthatsnews. Facebook boosting usually takes 24 hours to figure out
7 cost so we will know what our true CPC is by tomorrow."

8 Overt Act No. 99: On December 26, 2017, defendant BELONOGOFF
9 published content to AllThatsNews.com under the username "vic."

10 Overt Act No. 100: On January 9, 2018, defendant BELONOGOFF
11 texted R.B., "Do you know when orchid, Cmon and B3 are getting paid?
12 I'm getting hounded."

13 Overt Act No. 101: On January 16, 2018, When E.E. confronted
14 defendant BELONOGOFF about his interests in B3 Media, defendant
15 BELONOGOFF falsely told E.E. that he did not use Render's money to
16 support B3 Media.

17 Overt Act No. 102: On January 17, 2018, defendant BELONOGOFF
18 falsely told E.E. that he had no financial interest in
19 BusinessInward, an Orchid website.

20 Overt Act No. 103: In January 2018, having received from
21 Render's counsel a notice to preserve evidence related to the
22 fraudulent digital media companies, defendant BELONOGOFF deleted
23 emails from his Deep Dive and Render email accounts related to the
24 fraudulent digital media companies.

25 Overt Act No. 104: On January 25, 2018, within days of his
26 termination from Render, defendant BELONOGOFF, using the alias "James
27 Thompson," caused Orchid to be dissolved through the California
28 Secretary of State.

1 Overt Act No. 105: On December 18, 2018, in an effort to
2 conceal the fraud he committed on Render, defendant BELONOGOFF made
3 statements under oath during a deposition that were false, including
4 that he never received money directly from Orchid, never received
5 money from Looking Glass Media, and could not recall using the
6 aliases "Thomas Randall" or "James Thompson."

COUNTS TWO THROUGH TEN

[18 U.S.C. § 1343; 18 U.S.C. § 2(a)]

9. The Grand Jury re-alleges paragraphs 1 through 4, 6 and 7 of this Indictment here.

A. THE SCHEME TO DEFRAUD

10. Beginning no later than August 2010, and continuing until in or around December 2018, in Los Angeles County, within the Central District of California, and elsewhere, defendant BELONOGOFF, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud Render and its investors as to material matters and to obtain money and property from such victims by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

11. The fraudulent scheme operated and was carried out, in substance, as described in paragraph 6 of this Indictment.

B. USE OF THE WIRES

12. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, for the purpose of executing the scheme to defraud described above, defendant BELONOGOFF transmitted, caused the transmission of, and aided and abetted the transmission of, the following items by means of wire and radio communication in interstate and foreign commerce:

COUNT	DATE	INTERSTATE WIRE TRANSMISSION
TWO	1/19/2016	A money transfer of approximately \$102,984.73 from a BOA account in the name of Opposing Views to a BOA account in the name of Orchid.

COUNT	DATE	INTERSTATE WIRE TRANSMISSION
THREE	4/6/2016	A money transfer of approximately \$21,955.53 from a BOA account in the name of Opposing Views to a BOA account in the name of Serene Media.
FOUR	5/20/2016	A money transfer of approximately \$50,759 from a BOA account in the name of Opposing Views to a BOA account in the name of Looking Glass Media.
FIVE	10/4/2016	A money transfer of approximately \$9,461.87 from an SVB account in the name of Render to a BOA account in the name of Cmon Media.
SIX	5/15/2017	An email from defendant BELONOGOFF to R.B. communicating to R.B. that Render was to pay Orchid for services that Orchid purportedly provided in April 2017.
SEVEN	6/7/2017	An email from defendant BELONOGOFF to R.B. advising R.B. that Render should continue to pay Orchid for video content.
EIGHT	11/27/2017	A money transfer of approximately \$4,050 from an SVB account in the name of Render to a BOA account in the name of Orchid.
NINE	11/27/2017	A money transfer of approximately \$10,356.68 from an SVB account in the name of Render to a BOA account in the name of Cmon Media.
TEN	11/27/2017	A money transfer of approximately \$6,041.13 from an SVB account in the name of Render to a BOA account in the name of B3 Media.

FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of the conviction of defendant VICTOR BELONOGOFF, also known as "Vic Morris," "Thomas Randall," and "James Thompson," of any of the offenses set forth in Counts One through Ten of this Indictment.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) all right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to the offenses; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the defendant, if so convicted, shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of the defendant, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been

1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

3 A TRUE BILL

4
5 /S/

6 Foreperson

7 TRACY L. WILKISON
8 United States Attorney

9 

10 SCOTT M. GARRINGER
11 Assistant United States Attorney
12 Chief, Criminal Division

13 RANEE A. KATZENSTEIN
14 Assistant United States Attorney
15 Chief, Major Frauds Section

16 KRISTEN A. WILLIAMS
17 Assistant United States Attorney
18 Deputy Chief, Major Frauds Section

19 GREGORY BERNSTEIN
20 Assistant United States Attorney
21 Major Frauds Section